

REMARKS

This amendment is in response to the Office Action mailed 11/14/2006 in regard to the above-identified patent application. Claims 1-14 have been cancelled above, without prejudice. Claims 17-39 have been added. Claims 17-39 are now pending in this case. A separate sheet showing the status of all claims, in accordance with C.F.R. 121 is enclosed.

Claims 1-9 were rejected by under 35 U.S.C. 101 as the claimed invention was directed, allegedly, towards non-statutory subject matter. Claims 1-10, 12, and 14 were rejected under 35 U.S.C. 103(a) as being unpatentable over Broerman (US 20040054606) in view of Fino et al. (US 5689705). Claims 11 and 13 were rejected under 35 U.S.C. 103(a) as being unpatentable over Broerman in view of Fino and in further view of Ginter et al. (US 5910987).

Response to claims 1-9 rejections under 35 USC sec. 101: To render the statutory features of the invention more clear, and not merely a compilation or mere arrangement of data, claims 1-14 have been cancelled and recast in the form of new claims 17-39. It is respectfully submitted that claims 17-39 claim embodiments of an invention which clearly fall within statutory subject matter as defined by 35 U.S.C. sec. 101.

Response to claims 1-10, 12, and 14 rejections under 35 U.S.C. 103(a) as being unpatentable over Broerman (US 20040054606) in view of Fino et al. (US 5689705): Rewritten claims 1-14, i.e.,

claims 17 and 33, and their respective dependent claims, claim an invention for electronically initiating, negotiating, and legally closing a real estate transaction; up to and including transferring ownership of the real estate and recording the associated deed with the appropriate government registrar. In other words, the claimed invention facilitates ordering, modifying, and approving title insurance; facilitates removing contract contingencies during a due diligence period; and facilitates settlement and deed registration. It will be appreciated that Broerman, on the other hand, falls far short of actually closing a real estate transaction. Indeed, Broerman doesn't even mention the words "deed", or "recording" or the phrase "due diligence". Nowhere does Broerman disclose or suggest actually closing a real estate transaction and transferring ownership of the real estate. Indeed, Broerman is finalizing the purchase and sales contract. (See col. 6, lines 53-55) However, it is well settled in the law of real property that ownership of real estate is conveyed through a deed instrument and not by merely finalizing a purchase and sales agreement as described by Broerman.

It will be further appreciated that the present invention also claims a feature for recording the deed with the proper governmental office. It will also be understood that recording the real estate deed as described in the present invention provides certain legal protections and obligations beyond the scope of the purchase and sales agreement. It will also be appreciated that Broerman does not disclose or suggest the claimed feature of recording the deed with the proper governmental office.

Claims 17 and 33, and their respective dependent claims, each recite a closing system for closing a real estate transaction between a plurality of parties and transferring ownership through a real estate deed. The closing system includes a closing server having a closing module. The closing module includes selectable standard and custom closing conditions. The closing server also includes a title insurance module having a plurality of title insurance company identifying information and a plurality of title insurance policies associated with the plurality of title insurance identifying information. The plurality of title insurance policies each include a plurality of terms. Claim 17 also recites the feature of a county registrar module having at least one county registrar identifier for electronically recording the real estate deed. As pointed out earlier, Broerman neither suggests nor discloses transferring real estate by deed.

Claims 20-23 recite selectable standard and custom closing conditions. Claim 22 specifically recites the features wherein each of the plurality of selectable closing components include at least one time-expired-option closing component; and at least one identity of the plurality of parties authorized to clear the closing component before the at least one time-expired-option closing component expires. However, neither Broerman, nor Broerman in view of Fino, disclose or suggest closing components including a time expired option and the identity of an authorized party to clear the closing component before the time expires. Indeed, the Examiner has pointed out that Broerman does not teach selectable options. The Examiner goes on to indicate that Fino does teach selectable options. However, it is respectfully pointed out that Fino only teaches

that a purchase and sales contract may be modified. Nowhere does Fino, or Broerman in light of Fino, teach or suggest features as recited in claims 20-23 wherein each of the plurality of selectable closing components include at least one time-expired-option closing component; and the identity of the party authorized to clear the closing component before the at least one time-expired-option closing component expires. In other words, each closing component may be associated with an automatic count-down timer where, once the time has expired, and the closing component has not been met or cleared by an authorized party, the transaction automatically cancels. This is very different from Broerman where Broerman merely teaches that contract contingencies and closing deadlines may be scheduled and parties notified when the deadline passes. Nowhere does Broerman disclose or suggest closing conditions which may be associated with an effective automatic expiration. It will be appreciated that Broerman merely teaches closing transactions deadlines once a seller and buyer have come to agreement on the contractual terms (FIGS 9 & 10). Indeed, in Broerman, a real estate transaction could be held up indefinitely in the contract phase while a closing condition is pending since Broerman does not teach or suggest closing conditions with automatic time expired options in the contract phase.

It is respectfully submitted that all of the claims now present in the application are clearly novel and patentable over the prior art of record. Accordingly, favorable reconsideration and allowance is respectfully requested. Should any unresolved issue remain, the Examiner is invited to

call Applicant's Attorney at the telephone number indicated below.

Respectfully submitted,

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